

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Keith Pursell, Project Manager, Capital Projects, 954-797-1191

**PREPARED BY:** Keith Pursell, Project Manager, Capital Projects, 954-797-1191

**SUBJECT:** Resolution  
Project Name and Location: Renovation of the Neighborhood  
Service Center  
4700 Davie Road, Davie, FL 33314

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACCEPT THE BID RECOMMENDATION AND EXECUTE A CONTRACT FOR THE RENOVATIONS OF THE "NEIGHBORHOOD SERVICE CENTER".

**REPORT IN BRIEF:** A competitive bid was conducted for the renovations of the "Neighborhood Service Center." The bid was sent to twenty five (25) bidders and also posted on the Town's web site. The Town received seventeen (17) bids. The recommendation and contract are for Awl Phase Enterprise, Inc. as the lowest responsive and responsible bidder for the base bid.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 167,598.00

Account Name: Neighborhood Service Center 011-1601-554-6405

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve recommendation

**Attachment(s):** Bid Recommendation  
Bid Tabulation Sheet  
(3) Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACCEPT THE BID RECOMMENDATION AND EXECUTE A CONTRACT FOR THE RENOVATIONS OF THE "NEIGHBORHOOD SERVICE CENTER".

WHEREAS, the Town is in need of a Neighborhood Service Center and accepts the bid from Awl Phase Enterprises, Inc. for the renovation of the Neighborhood Service Center Building; and

WHEREAS, it is in the Town's best interest to execute a contract for such service; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with Awl Phase Enterprises, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council approves the bid for the renovations to the Neighborhood Service Center, and authorizes the Mayor to execute a contract with Awl Phase Enterprises, Inc. for the renovation of the Neighborhood Service Center which is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

**MEMORANDUM**

**DATE:** March 18, 2008

**TO:** Herb Hyman  
Procurement Manager

**FROM:** Keith Pursell  
Project Manager, Capital Projects

**RE:** "Construction of the Davie Neighborhood Service Center"

Upon examining the bids received on Thursday, March 13, 2008, it is our recommendation to award this work to the low bidder, **Awl Phase Enterprises, Inc.**, with a bid of **\$167,598.00**.

BID NAME: Neighborhood Services Center

BID OPENING REPORT

TIME: 2:04 p.m.

BID NUMBER: BOS-33

DATE: 3-13-08

ESTIMATED COST: \$850,000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	SA Consultants, LLC	\$ 309,000.00	
2.	Soldier Construction Co.	\$ 295,000.00	
3.	Spec Ops, LLC	\$ 324,444.00	
4.	Azul Phase Enterprises	\$ 167,598.00	
5.	Vinward Construction	NO Bid	
6.	Cohen, Inc.	\$ 228,650.00	
7.	Solution Construction	\$ 298,860.00	
8.	Contra Contracting	\$ 219,000.00	
9.	Howorks	\$ 269,998.00	
10.	Budget Construction	\$ 224,900.00	

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Angie Salinas

DATE: 3-13-08

WITNESS: E. Blackston

DATE: 3-13-08

**BID OPENING REPORT**

BID NAME: Neighborhood Services Center

TIME: 2:04 p.m.

BID NUMBER: B-08-33

DATE: 3-13-08

ESTIMATED COST: \$350,000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Coral-Tech Assoc.	\$332,800.00	
2.	Cydes Construction	\$199,795.00	
3.	Acad Development	\$360,800.00	
4.	M.B.R. Construction	\$266,000.00	
5.	Trintec Construction	\$348,000.00	
6.	Bejor Construction	\$316,000.00	
7.	Azulejo Contractor	\$289,676.00	
8.			
9.			
10.			

**REMARKS**

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]

DATE: 3-13-08

WITNESS: Angel Salinas

DATE: 3-13-08

**SECTION 00500  
AGREEMENT**

THIS AGREEMENT, made and entered into on the 13th day of March, 2008, by and between the Town of Davie, Florida, hereinafter called the Owner, and Awl Phase Enterprises, Inc hereinafter called the Contractor.

**WITNESSETH:**

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the construction of the "Renovations of the Neighborhood Service Center" for the Town of Davie, Florida, all in full and complete accordance to the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions. Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within two hundred forty (240) calendar days from said date.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of One Hundred, Sixty Seven Thousand Five Hundred and Ninety-Eight Dollars (\$ 167,598.00 ) based on the estimate quantities and unit, or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Architect's approved Application for Payment is presented to him, pay the Contractor the amount approved by the Architect.
5. Partial payment shall be made on the basis of work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has been performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of Five Hundred (\$500.00) Dollars per day for each calendar day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover

the performance of the work, the Contractor shall, replace the Surety at its expense, within five days after the receipt of notice from such form and amount and with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

9. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
10. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorneys fees and court costs in addition to any other remedy afforded by Broward County law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Architect.
11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Architect. Each requisition shall be submitted in quintuplet to the Architect for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified, and accepted.
13. The Contractor shall perform all work required by the Contract Documents for the construction of the "Renovations to the Neighborhood Service Center".



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

Awl Phase Enterprises, Inc  
CONTRACTOR

WITNESS:

[Signature]  
BY

[Signature]

President  
TITLE

DATE: \_\_\_\_\_

OWNER

Town of Davie, a Florida  
Municipal Corporation

ATTEST:

\_\_\_\_\_  
RUSSELL MUNIZ  
Town Clerk  
(Seal)

\_\_\_\_\_  
TOM TRUEX  
Mayor

\_\_\_\_\_  
GARY SHIMUN  
TOWN ADMINISTRATOR

APPROVED AS TO FORM AND  
CORRECTNESS:

DATE: \_\_\_\_\_

\_\_\_\_\_  
JOHN RAYSON  
Town Attorney  
Town of Davie

Council Approved: \_\_\_\_\_  
Date

Contract Amount: \$ \_\_\_\_\_

END OF DOCUMENT

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

✓ **ACCOUNT NUMBER.** 011-1601-554-6405 **BUDGET ITEM & DESCRIPTION** Neighborhood Service Center Building Renovations **APPROXIMATE COST** \$350,000.00

*2780 PROJECTS*

**METHOD OF PROCUREMENT (check the one that applies)**

- ☒ X Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source  
☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed \_\_\_\_\_

Department Head

Have Funds been Reserved. Res. 36806

Date 1/30/08 Signed \_\_\_\_\_

Signed \_\_\_\_\_

Town Administrator

**BIDS SUBMITTED**

VENDOR	COST
1. <i>Amulphase Enterprises</i>	<i>\$167,598.00</i>
2. <i>Anders Construction</i>	<i>\$199,795.00</i>
3. <i>Castal Contracting</i>	<i>\$219,000.00</i>
4. <i>Budget Construction</i>	<i>\$224,900.00</i>
5. <i>Conat, Inc.</i>	<i>\$228,650.00</i>
6. <i>MBP Construction</i>	<i>\$266,000.00</i>
7. <i>DC World</i>	<i>\$269,998.00</i>
8. <i>Amulph Construction</i>	<i>\$289,676.00</i>
9. <i>Bedal Construction</i>	<i>\$295,000.00</i>
10. <i>Clutter Construction</i>	<i>\$298,860.00</i>

Signed \_\_\_\_\_

Procurement Manager

**BID SPECIFICATION COMMITTEE'S RECOMMENDATION**

Vendor

Cost

11. <i>DA Consultants, LLC</i>	<i>\$309,000.00</i>
12. <i>Bjor Construction</i>	<i>\$316,000.00</i>
13. <i>Spec ops, Inc.</i>	<i>\$324,444.00</i>
14. <i>Coral-Tech Assoc.</i>	<i>\$332,800.00</i>
15. <i>Jinter Construction</i>	<i>\$348,000.00</i>
16. <i>Lang Development</i>	<i>\$360,800.00</i>
17. <i>Vinward Construction</i>	<i>NO Bid</i>

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## Detail by Entity Name

### Florida Profit Corporation

AWL PHASE ENTERPRISES, INC.

### Filing Information

Document Number	V41861
FEI Number	650337800
Date Filed	06/08/1992
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/26/2004
Event Effective Date	NONE

### Principal Address

11261 INTERCHANGE CR SOUTH  
HOLLYWOOD FL 33025 US  
Changed 08/27/2003

### Mailing Address

11261 INTERCHANGE CR SOUTH  
HOLLYWOOD FL 33025 US  
Changed 08/27/2003

### Registered Agent Name & Address

SINGER, BERNARD A P.A.  
3107 STIRLING RD #105  
FORT LAUDERDALE FL 33312  
Name Changed: 02/09/2004  
Address Changed: 02/09/2004

### Officer/Director Detail

#### Name & Address

Title DPS  
MCMAHON, MICHAEL F.